

**COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY**

SCHREIBER AND ASSOCIATES P.C. and)	
S&A SERVICES OF WATERTOWN, Ltd.)	
99 Rosewood Drive)	
Danvers, Massachusetts 01923, and)	
)	
Petitioners,)	HEARING REQUESTED
)	
v.)	D.T.E. _____
)	
CTC COMMUNICATIONS)	
220 Bear Hill Road)	
Waltham, Massachusetts 02451)	
)	
Respondent.)	
)	

**PETITION SEEKING INVESTIGATION
AND COMPLAINT**

Petitioners Schreiber and Associates, P.C., (“Schreiber”) and S&A Services of Watertown, Ltd. (“S&A”) (collectively, “Schreiber”) make this complaint with the Massachusetts Department of Telecommunications and Energy (“Department”) against CTC Communications Corporation (“CTC”) pursuant to G.L. c. 159, §§ 10, 12, 13, 16 and 220 C.M.R. § 1.04, seeking temporary and permanent relief from CTC’s unjust, unreasonable, and inadequate practices with respect to the provision of telecommunications services to Petitioners, as described below.

PARTIES

1. Petitioner Schreiber is a professional corporation organized under the laws of the Commonwealth of Massachusetts, formerly with a principal place of business at 99 Rosewood Drive, Danvers, MA 01923, and currently at 65 Flagship Drive, North Andover, MA 01845.

Schreiber is a law firm concentrating in creditors' rights, collections, and other legal matters related thereto.

2. Petitioner S&A is a corporation organized under the laws of the State of New York, and currently doing business at 167 Polle Street, Watertown, N.Y. S&A is a call center operation that assists Schreiber in its collection activities.

3. Respondent CTC Communications, Corporation ("CTC"), with its principal place of business at 220 Bear Hill Road, Waltham, MA 02451 is a competitive local exchange carrier ("CLEC"), authorized by the Department to provide local exchange and other services in Massachusetts. On information and belief, CTC is currently in reorganization under Chapter 11 of the United States Bankruptcy Code.

JURISDICTION

4. Respondent is a common carrier and CLEC doing business in Massachusetts subject to the jurisdiction of the Department pursuant to G.L. c. 159, §§ 10, 12, 13, and 16.

5. Department has the authority pursuant to G.L. c. 159, §§ 12 and 16 to investigate any unjust, unreasonable, inadequate, or improper practice of a telecommunications company within its jurisdiction, and take appropriate action to correct or restrain such practices. *Investigation by the Department of Telecommunications and Energy on its own motion, pursuant to G.L. c. 159, §§ 12 and 16, into the Collocation Security Policies of Verizon New England Inc. d/b/a Verizon Massachusetts*, D.T.E. 02-8 (Vote and Order to Open Investigation, January 24, 2002).

FACTS

6. In October 2001, Schreiber negotiated an agreement with CTC by which CTC would provide Schreiber with the extensive telecommunications services it requires to operate its businesses. On November 6, 20001, Schreiber and CTC executed a "CTC Customer Service

Agreement” and addenda thereto (“Agreement”) reflecting the service CTC would be providing to Schreiber. Exhibit 1.

7. During the negotiations, Schreiber described its business operations and telecommunications needs in great detail, and made clear to CTC representatives that the financial viability of Schreiber’s business depends on reliable telecommunications services.

8. In a series of conversations and meetings, CTC representatives expressed their clear understanding that Schreiber’s primary business, a call center operation that supports Schreiber’s collections activities, depends on the reliability of its telecommunications services, and that services it would be providing to Schreiber would provide such reliability.

9. In a number of material respects, CTC failed to provide the services contracted for, resulting in severe operational difficulty and financial loss to Schreiber’s business, and necessitating migration to another carrier, at further expense to Schreiber. CTC’s failures include the following:

- a. **Recurring and severe service failures at Schreiber locations in Massachusetts and elsewhere.** On a number of occasions, Schreiber experienced a complete failure of telecommunications service at its call centers, resulting in the temporary cessation of all revenue-generating activity at those locations. This occurred despite CTC’s knowledge and Schreiber’s repeated requests for sufficient redundancy in the CTC systems to prevent such catastrophic service failures. As a result of these failures, Schreiber experience losses of approximately \$30,000 per day of lost service, and incurred significant costs in diagnosing and solving the problems that resulted in this inadequate and improper service.

b. **Failure to provide Caller ID Blocking, as required by the Agreement.** This service element is critical to Schreiber call center operation, which engages in outbound collections calls to debtors, who can use Caller ID services to avoid Schreiber's attempts to collect debts on behalf of its clients and customers.

c. **Failure to provide direct inward dialing ("DID") porting.** CTC failed to provide DID as requested by CTC, which dramatically increased the cost of migrating to CTC's services. CTC was made aware of the need for this service and the material role it would play in Schreiber's decision to take service from CTC, and Schreiber was led to believe that CTC could, in fact, provide this service. The service has never been provided and, on information and belief, CTC knew at all times during the negotiations leading up to the execution of the Agreement that it could not provide DID services.

d. **Inadequate and improper equipment installation.** Equipment that was integral to the function of CTC's services was installed in an inadequate and improper manner, which did not conform to industry standards. CTC failed to adequately install integrated access devices, which left them susceptible to damage or which blocked access to other equipment; improperly wired critical telecommunications equipment, jeopardizing the function of the CTC equipment and other equipment in proximity to it; and installed or attempted to install equipment without notice to Schreiber and without guidance from Schreiber as to the appropriate location of the equipment. Schreiber incurred significant costs in diagnosing and solving the problems caused by these and other instances of inadequate and improper installation.

10. Despite being made aware of the unjust, inadequate, unreasonable and improper nature of its telecommunications services, CTC provided no relief to Schreiber but rather has continued to

pursue Schreiber for payment for services that were not provided in the manner required by the standards under which telecommunications companies are allowed to do business in the Commonwealth.

COMPLAINT

11. CTC agreed to provide certain telecommunications services to Schreiber that would conform to industry standards, CTC's contractual obligations under the Agreement, and the requirements imposed on it as a common carrier under G.L. c. 159 and the Department's regulations promulgated thereunder.

12. CTC failed utterly to provide such service in a just, reasonable, adequate and proper manner, in violation of, without limitation, G.L. c. 159, § 16.

13. On information and belief, CTC's failures to provide just, reasonable, adequate and proper service were willful and reckless, and showed a blatant disregard for CTC's obligations as a licensed CLEC in Massachusetts.

14. As a result of CTC's failures to provide just, reasonable, adequate and proper service, Schreiber has suffered severe operational difficulty and financial loss.

PRAYER FOR RELIEF

15. Based on the foregoing, Schreiber seeks an order from the Department:

- a. declaring that the Agreement between CTC and Schreiber is null and void, effective as of November 6, 2001; and
- b. opening an investigation into whether CTC remains capable of providing just, reasonable, adequate, and proper service as required by G.L. c. 159, § 16 and, if not, taking such steps as may be required to protect the public from further harm.

HEARING REQUESTED

Schreiber requests that a hearing be convened pursuant to 220 C.M.R. § 1.06, and that it be permitted to submit a brief in support of its contentions.

Respectfully submitted,

SCHREIBER AND ASSOCIATES, P.C. and
S&A SERVICES OF WATERTOWN LTD

By its counsel,

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